

OE 3 Counter Proposal to City Package B

June 20, 2013

TERM

July 1, 2013 – July 1, 2015

Wages

3 % general wage increase effective July 1, 2013

2 % general wage increase effective July 1, 2014

Effective January 1, 2014, an additional 2.5% (one time) for employees who are at the top step of their classification

Safety

See attached Counter Proposal

Call Back and Standby Pay

See attached Counter Proposal

Leaves of Absences

Union Counter Proposal dated May 22, 2013

Disability Leave Supplement

Status Quo

Substance Abuse Policy

Status Quo

Sick Leave – Clarification Regarding Medical Verification

As counter proposed by OE 3 on May 9, 2013

Grievances

Restore Step 4

These proposals are submitted in an attempt to reach a settlement. In the event these proposals are not accepted, the Union reserves the right to modify, amend and/or add proposals

OE-3 Proposal to the City of San Jose

June 20, 2013

Safety:

11.2 An employee who believes their work assignment is unsafe or believes a safety violation exists and for that reason refuses to perform such assignment, **shall** first report such unsafe conditions to their immediate supervisor and try and resolve it at that level. The employee may at any time request that a union representative or **Local 3 Safety Officer** be present for any part of the process.

11.3 If the employee is not satisfied with the response of the immediate supervisor, the employee may report the unsafe conditions to the Department Director or Designee or the Department Safety Officer and try to resolve it at that level.

11.4 If the employee is not satisfied with the response of the department Director or Designee or the Department Safety Officer, the employee may request that the City make a determination as to the safety of the work assignment in accordance with Cal/OSHA regulations. If the City is asked to make a determination, an employee will be assigned other duties if other duties are available while an investigation is underway. If no other duties are available, the employee shall be placed on a leave of absence **with** pay, pending the above determination. No other employee shall be assigned the work assignment in dispute until after a determination is made by the City's designated safety official.

11.54 Provisions of this Article shall be subject to the grievance procedures of this Agreement.

5.9 Call Back Pay. Any employee who is called back to work after working their scheduled shift and departing from their place of employment shall be credited with overtime for the time worked, or for three (3) hours at the appropriate rate, whichever is greater. An employee called back to duty shall be entitled to the three-hour minimum call back compensation only once per eight-hour shift. For subsequent call backs during the same shift, the employee shall be credited with the time worked for one-half hour at the appropriate rate, whichever is greater. **If the employee has returned home and is called out again then he shall be compensated 1.5 for time worked.**

5.20.6 If an employee completes a 40-hour workweek, the appropriate rate for call back pay is 1.5. If the employee does not complete a 40-hour workweek, the appropriate rate is 1.0. All paid absences shall be deemed time worked for purposes of determining if the employee completed his/her 40-hour

workweek. **Standby pay is not deemed as actual hours worked for the purpose of calculating eligibility for overtime.**

Overtime

5.20.7 Standby Pay. Employees who are required to perform standby duty shall be credited with one hour compensation at the appropriate rate for each eight hour shift they perform standby duty. In the event that the employee is called back to work, they shall be entitled to the compensation provided by Section 5.9 above, in addition to the one-hour of standby compensation for that eight-hour shift. **The appropriate rate for standby pay is 1.5.**

Call Back and Standby Pay: